

THIS INDENTURE made this fifth day of February, 1916, by and between the NIAGARA, LOCKPORT AND ONTARIO POWER COMPANY, a domestic corporation, hereinafter referred to as the Lessor, party of the first part, and NIAGARA SMELTING CORPORATION, a domestic corporation hereinafter referred to as the Lessee, party of the second part, WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:-

First:- The Lessor does hereby demise and lease, and the Lessee does hereby hire and take for a term which shall commence on January 1st, 1916, and which shall end on April 1st, 1921, the following property to be used as a manufacturing site only:-

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lewiston, County of Niagara and State of New York, being known and described as a part of Lot No.26 of the New York State Reservation (so-called) on the east side of the Niagara River, bounded and described as follows:

BEGINNING at a point on the north line of the lands of the Niagara, Lockport & Ontario Power Company (known as the Mentz Farm) as described in a deed from the Iroquois Construction Company to the Niagara, Lockport & Ontario Power Company dated May 25th, 1905, and recorded in Niagara County Clerk's Office in Liber 320 of Deeds at page 42, August 3rd, 1906, said point being distant 624 feet easterly measured along said north line from the northeast corner of the five acres of land owned by Lillie Mentz Crandall and reserved by her in a certain deed to the Security Investment Company dated December 28th, 1904, and recorded in Niagara County Clerk's Office in Liber 306 of Deeds at page 198 December 29th, 1904; thence running easterly along the north line of said Mentz farm 795 feet to a point on said north line; thence southerly along a line parallel to the east line of the Lewiston Road (so-called) 581 feet more or less to the north line of the 300 foot right of way of the Niagara, Lockport & Ontario Power Company, as shown on a map made by Clinton S. Herrick, Engineer, for said Niagara, Lockport & Ontario Power Company, and filed in Niagara County Clerk's office August 9th, 1905; thence westerly along said north right of way line 1309 feet to a point on said north right of way line; thence northerly on a line parallel to the easterly line of said Lewiston Road 373 feet more or less, to a point on the south line of lands leased by the Niagara, Lockport & Ontario Power Company to the Aviation Materials Corporation by a certain lease dated March 22, 1915, said point being 110 feet easterly from the east line of the 5 acres owned by Lillie Mentz Crandall, as reserved by her in the deed above mentioned; thence easterly along a line parallel with the north line of said Mentz farm being also along the South line of lands leased to said Aviation Materials Corporation, aforesaid, 514 feet to the southeast corner of said lands leased by the Aviation Materials Corporation, aforesaid; thence northerly along a line parallel

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SELF AND HIS HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNEES, SUCCESSORS, AND  
ASSOCIATES, HEREBY CERTIFY THAT THE LESSOR, HENRY OF THE STATE  
AND BETWEEN THE LESSOR, FREDERICK VAN DER BEEK, CORP., A COMPANY  
THIS INSTRUMENT BEING FILED FOR RECORD IN THE COUNTY OF ALBANY, N.Y.

to the east line of the Lewiston Road, being also along the east  
line of lands leased to the Aviation Materials Corporation 208 feet  
more or less to the north of said Mentz Farm, the place of beginning,  
containing fifteen acres of land more or less, the said premises  
above described being shown bounded by red lines upon a map hereto  
attached and made a part hereof and marked Exhibit "A";

PROVIDED, HOWEVER, that the lessee may on January 1st, 1918, at  
its option and election, to be evidenced by written notice served  
upon the lessor prior to such date, terminate this lease as to the  
easterly five acres of said parcel, said five acres to be then set  
off by a line drawn parallel to the easterly boundary of the parcel.

Second:- The Lessee shall pay the Lessor for the use of said  
demised premises, an annual rental of One thousand and fifty dollars  
(\$1050.00) per year, payable in advance in quarterly installments  
of Two hundred sixty-two dollars and fifty cents (\$262.50) each on  
the first days of January, April, July and September in each year  
during said term; provided, however, that in case the Lessee shall  
duly elect to terminate the lease as to the easterly five acres of  
the demised parcel, it shall, after January 1st, 1918, pay the lessor,  
an annual rental of Seven Hundred dollars (\$700.00) per year payable  
in advance and as hereinbefore specified.

Third:- In case the Lessee shall fail to pay the said rent,  
or anypart thereof, when and as it becomes due, the Lessor may sue  
for the same, cancel this lease, and re-enter the said premises, and  
may resort to any legal remedy.

Fourth:- The Lessee shall have the right to erect and construct  
at its own cost and expense, buildings and structures upon the  
demised premises as may be necessary or convenient in connection with  
the prosecution of its manufacturing business. The Lessee shall keep  
the demised premises free and clear of all mechanic's, laborer's and  
other liens arising from obligations incurred by it.

Fifth:- The Lessor shall, at the Lessee's request, provide  
the latter a right of way across the Lessor's adjacent property  
for the purpose of laying and maintaining a pipe line to take water

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approach and made a half mile and marked Exhibit "V":  
above described point shown bounded by the line upon a map hereto  
containing fifteen acres of land more or less, the said premises  
more or less to the north of said Henry Road, the line of beginning  
line of land leased to the Niagara Waterways Corporation 308 feet  
to the east line of the road on foot, point also along the east

from the Niagara River for use on the demised premises; provided,  
that the route, the drawings and design, as well as the method  
and manner of performing the work, and of maintaining the pipe  
line, shall be and remain subject to the approval and direction  
of the Lessor. The Lessee shall pay all taxes levied upon the

Sixth:- The Lessee shall have the right of ingress to  
the demised premises from the Lewiston Road, and of egress  
therefrom to said Road, over and across the Lessor's adjacent  
property approximately as shown by dotted white lines marked  
"driveway" upon the map hereto attached marked "A", it being  
understood that the said right of way shall not be provided to  
be used exclusively by the Lessee, but by it in common with others.

Seventh:- The Lessee shall have a right of way over and  
across the Lessor's adjacent property for the purpose of constructing  
and maintaining a railroad track or siding approximately as shown  
by white lines marked "siding" upon the map hereto attached marked  
"A", it being understood that said right of way, and any tracks  
now existing, or hereafter constructed thereon, shall not be  
provided to be used for such purpose exclusively by the Lessee, but  
by it in common with others, and the Lessee shall also have rights  
of way across the Lessor's said adjacent property for the purpose  
of constructing and maintaining railroad tracks or sidings  
extending from the existing siding easterly to the demised premises,  
it being intended that the Lessee may use such new tracks or  
sidings, together with the existing siding as the same now is, or  
shall hereafter be located for the purpose of connecting the  
demised premises with the New York Central Railroad, and of  
affording facilities for the moving of freight; provided, however,  
that in no event shall such last mentioned new construction be  
placed south of the southerly line of the demised premises as  
continued westerly; and provided, further, that nothing herein  
contained shall be construed as requiring the Lessor to construct  
or to maintain any of said sidings or said railroad facilities.



FROM THE RECORDS OF THE COUNTY OF NIAGARA: 1904-1905

The Lessor expressly reserves the right to use its said adjacent property, including any portions occupied by the Lessee pursuant to the permission hereof, in any way whatever not inconsistent with the exercise of the rights herein given.

Eighth:- The Lessee shall pay all taxes levied upon the demised premises during the term, together with all other municipal charges or assessments which if unpaid would become a lien upon the property; it shall also pay any and all such taxes and charges levied upon the Lessor's adjacent property by reason of improvements made as permitted in paragraphs Fifth, Sixth and Seventh hereof.

Ninth:- The Lessee shall comply with, and in no event, violate all laws, and all ordinances, rules and regulations lawfully imposed by any municipal board or body in the exercise of the police power in any manner touching, relating to or connected with its possession of the demised premises, and its operations thereon.

Tenth:- The Lessee shall not assign his interest in this lease, or any part thereof, without the written consent of the Lessee, nor sublet the demised premises, or any part thereof, excepting, however, that it may permit the Niagara Alkali Company to occupy a portion of the demised premises, and to operate a plant thereon, and in the event that the said premises, or any part thereof, are otherwise sublet, or this lease, or any interest therein, be assigned or transferred by operation of law or otherwise, or in case it shall pledge or mortgage this lease, or in case the property be used for or in connection with a purpose other than as specified in paragraph First, or in case the Lessee shall make default in performing or observing any of the covenants on his part to be observed and performed (other than for the payment of money), and such default shall continue for twenty days after written notice to it to make good such default, or in case the Lessee shall be adjudged a bankrupt, or a Receiver shall be appointed of the Lessee in any action or proceeding, then in either or any of such

with the execution of the lease herein stated.

to the satisfaction of the parties hereto. In any case, the above mentioned term shall thereupon cease at the expiration of said ten days in the same manner and to the same effect as if it were the expiration of the original term, but without prejudice to any right of action or remedy which shall have accrued to either party in respect to any breach or claim under any of the covenants of this agreement.

cases, the Lessor shall have the right at its election (although it may have waived any previous right of re-entry) to terminate this lease upon first giving the Lessee ten days written notice of its election so to do, and the above mentioned term shall thereupon cease at the expiration of said ten days in the same manner and to the same effect as if it were the expiration of the original term, but without prejudice to any right of action or remedy which shall have accrued to either party in respect to any breach or claim under any of the covenants of this agreement.

Eleventh:- At the end of the term or terms herein fixed, the Lessee shall surrender up the demised premises in as good condition as they now are, ordinary wear and tear excepted, and at the expiration of the said term or terms of this lease by limitation or otherwise, any buildings, structures and improvements made by the Lessee upon any part of the demised premises shall remain thereon and shall thereupon be and become the sole property of the Lessor; provided, however, that the lessee may, if not in default hereunder at the end of the term, remove all ordinary moveable trade fixtures, and all tanks, vats, gas holders, condensers, kilns, machinery and apparatus installed by it upon the demised premises and which may be taken therefrom without injury to the structure of the said buildings to be erected thereon.

Twelfth:- The Lessee may at its option and election and at any time until the expiration of the term of this lease by limitation or otherwise, purchase the demised premises at and for the price of Eighteen thousand, seven hundred and fifty dollars (\$18,750.00), payable Five thousand dollars (\$5,000.00) upon the acceptance of this offer, and the balance concurrently with the delivery of the deed, and in any event within sixty days from the date of the acceptance; provided, however, that in case the Lessee shall elect to terminate this lease as to the easterly five acres of the demised premises pursuant to the terms of paragraph First, then this option

the election to go to the above mentioned town shall hereupon  
this lease upon first stating the Lessee for days written notice of  
if may may assign and locations right of re-entrance to premises  
cases, the Lessee shall have the right of its election (whether

to purchase said five acres shall likewise terminate, but the Lessee  
may in such case after January 1st, 1918, and until the expiration  
of the term by limitation or otherwise, purchase the remaining ten  
acres of the demised premises at and for the price of Twelve thousand,  
five hundred dollars (\$12,500.00) payable Five thousand dollars  
(\$5,000.00) upon the acceptance of this offer, and the balance  
concurrently with the delivery of the deed, and in any event within  
sixty days from the date of the acceptance.

In the event that the Lessee shall exercise either of  
the options herein given, the Lessor shall promptly furnish it with  
an abstract of the title, and shall concurrently with the payment  
of the full purchase price, convey the property by a sufficient deed  
of conveyance with covenants of warranty free and clear from all  
encumbrances. The deed shall also convey the rights mentioned in  
paragraphs Fifth, Sixth and Seventh hereof, subject to each of the  
conditions therein imposed.

In the event that the Lessee shall exercise either of the  
options herein given, this lease shall, upon the payment of the full  
consideration, and the delivery of the deed, be cancelled and become  
void.

Ninth:- This agreement shall be binding upon and shall  
inure to the benefit of the parties, their successors, lessees and  
assigns.

IN WITNESS WHEREOF, the parties have caused this agreement  
to be executed under their corporate seals and attested by the signa-  
tures of their respective executive officers, the day and year first  
above written.

NIAGARA, LOCKPORT & ONTARIO POWER COMPANY

By (Signed) FRED D. COREY  
President

Attest:

(Signed) H. E. NICHOLS  
Secy.

Attest:

(Signed) NIAGARA SMELTING CORPORATION

By (Signed) VICTOR M. WEAVER.

(Signed) F. H. BOTTUM

Assistant secretary

30-02-101



State of New York :  
County of Erie : SS:

On this 10th day of February 1916, before me, personally came FRED D. COREY to me known, who being by me duly sworn did depose and say that he resides in the City of Buffalo, New York; that he is the President of the NIAGARA, LOCKPORT & ONTARIO POWER COMPANY, the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Signed) W. K. Koester

Notary Public, Erie Co., N.Y.

State of Wisconsin : SS:  
County of Milwaukee:

On this fifth day of February, 1916, before me personally came VICTOR M. WEAVER to me known, who being by me duly sworn, did depose and say that he resides in Milwaukee, Wisconsin; that he is the President of the NIAGARA SMELTING CORPORATION, the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Signed) HENRY F. VOGT  
Notary Public, (Notary Seal)

My Commission Expires Oct. 19, 1919.

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30-07-101

On this 10th day of February 1916, before me, personally  
State of New York : ss:  
County of Erie :  
SMC-789 0613



C O P Y .

L E A S E

Between

NIAGARA, LOCKPORT & ONTARIO POWER CO.

and

NIAGARA SMELTING CORPORATION.

